



Supplementary Terms for the Supply of Website Hosting Services

The Services described in these Supplementary Terms shall be supplied by the Company to the Client on the terms and conditions set out in the Company's General Terms and Conditions and these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Ancillary Services' means additional services provided by the Company under the terms of this Agreement, which are chargeable at the Company's prevailing rates.
- 1.2 'Control Panel' means the portal which is associated with individual Websites that provides facilities for the Client to manage the Website.
- 1.3 'Customer Materials' means materials provided by the Client including active and passive scripts, images and databases which together comprise the Client's Website.
- 1.4 'Domain Name' means a unique name that identifies a Website or other services that communicate via the Public Internet.
- 1.5 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, the Company is unable to provide prior notice of.
- 1.6 'End User' means a user of the Services subscribed to by the Client.
- 1.7 'Hosting Platform' means the data centre-located collection of servers and networking equipment which is used by the Company to deliver the Website Hosting Services.
- 1.8 'IMAP' means internet message access protocol.
- 1.9 'IP Address' means an internet protocol number, a unique identifier, which will be associated with a Domain Name.
- 1.10 'Mailbox' means a repository for storing incoming and outgoing email messages.
- 1.11 'Outage' means a period of unavailability of the Website Hosting Service.
- 1.12 'Planned Maintenance' means any period of maintenance for which the Company has provided prior notice.
- 1.13 'POP3' means Post Office Protocol 3.
- 1.14 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.15 'Registrar' means an organisation which manages the assignation and reservation of Domain Names.
- 1.16 'Services' means Website Hosting and Domain Name registration, hosting and transfer services and helpdesk services.
- 1.17 'Service Component' means a component of the Services.
- 1.18 'Vendor' means a third party supplier of software or services
- 1.19 'Website Hosting Services' means the service provided by the Company which enables the Client to configure, manage and display its Website.
- 1.20 'Website' means the collection of Customer Materials, configured in such a manner to deliver a coherent set of functionality / information display.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on the Commencement Date and shall run for the Minimum Term as set out on the Order and thereafter for Additional Terms until terminated by either party in accordance with the terms of this Agreement.

- 2.2 The Company shall not less than the Minimum Notice Period prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to charges and any other changes to the terms of this Agreement. In the event that:
- 2.2.1 The Client serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate on the expiry of the Minimum Term or any Additional Term; or
 - 2.2.2 The Client notifies the Company of acceptance of changes, the Agreement shall continue in force for the duration of an Additional Term; or
 - 2.2.3 The Client fails to notify the Company of acceptance of changes and fails to serve notice to terminate, such failures to notify the Company shall imply that the changes have been accepted and the Agreement shall continue in force for the duration of an Additional Term.

3. PROVISION OF SERVICES

- 3.1 The Services comprise Website Hosting Services, Ancillary Services and a helpdesk service. The Services are summarised below and described in the Service Schedule.
- 3.2 The Website Hosting Services comprise the following Service Components:
- 3.2.1 Website Hosting Services – the service that hosts Websites for public access;
 - 3.2.2 Domain Name hosting - the service that hosts the Domain Name records which defines the server within the Public Internet;
 - 3.2.3 FTP access to enable the Client to upload the Customer Materials to the Website.
- 3.3 The Ancillary Services comprise the following Service Components:
- 3.3.1 Domain Name Registration – the service that manages the registration of Domain Names;
 - 3.3.2 Domain Name Transfers – the service that transfers Domain Names between Registrars and / or Domain Name hosting servers;
 - 3.3.3 The provision of SSL Certificates
 - 3.3.4 The provision of Email Services, which provides POP3 and IMAP email accounts and addresses;
 - 3.3.5 The provision of a Control Panel interface to enable the Client to configure the Website Hosting Services;
 - 3.3.6 A number of third party Vendor-supplied software tools which provide anti-spam, web-mail, database, webpage templates / generators, Control Panel and analytics reporting functionality ('Helper Applications').
- 3.4 A helpdesk service shall be provided as set out in the Service Schedule
- 3.5 The Company shall use reasonable endeavours to provide the Website Hosting Services twenty four hours per day, subject to the limitations set out in this Agreement.
- 3.6 During the term of this Agreement, the Company shall be entitled to:
- 3.6.1 Change the technical specification of the Website Hosting Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;
 - 3.6.2 Make alterations to the Website Hosting Services as part of Planned Maintenance. Such alterations may result in temporary disruption to the Services and the Company will use reasonable endeavours to minimise such disruption by carrying out such alterations between 2300 and 0700 and will provide as much notice of same as possible.
- 3.7 Without prejudice to the remainder of the agreement, the Company cannot guarantee and does not warrant that the Website Hosting Services will be free from interruptions, including:
- 3.7.1 Interruptions due to faults in the Public Internet;
 - 3.7.2 Interruption of the connection of the Website Hosting Services to other network services provided either by the Company or a third party; and

- 3.8 Although the Company will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an “as is” basis and the Company does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Client’s purpose of the Services.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Website Hosting Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by the Company from time to time.
- 4.2 The Client agrees to ensure that the Website Hosting Services are not used by it or its End Users to:
- 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
 - 4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the hosting platform (or any part thereof) which underpins the Website Hosting Services;
 - 4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;
 - 4.2.5 Obtain access to restricted areas of the hosting platform, data, systems or services;
 - 4.2.6 In any manner which in the Company’s reasonable opinion brings the Company’s name into disrepute;
 - 4.2.7 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
 - 4.2.8 Falsify user information or forge addresses;
 - 4.2.9 Act in any way which threatens the security or integrity of the Website Hosting Services, the Public Internet or any computer system attached thereto;
 - 4.2.10 Violate general standards of internet use, including denial of service attacks, web page defacement and port or number scanning;
 - 4.2.11 Connect to the Website Hosting Services insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt web sites and/or connectivity or any other attempts to compromise the security of other users of the hosting platform or any other third party system;
 - 4.2.12 Send email to anyone who either does not wish to receive it or otherwise in breach of the Data Protection Legislation;
 - 4.2.13 Implement a public recursive Domain Name service.
- 4.3 The Client’s Website shall not contain any content which:
- 4.3.1 Allows anonymous users to upload an image for display on another web site;
 - 4.3.2 Allows commercial audio or video streams;
 - 4.3.3 Allows anonymous users to specify recipient email addresses;
 - 4.3.4 Acts as a bulk SMS gateway.
- 4.4 The Client acknowledges that it responsible for all data and/or traffic originating from the machines and/or networks that it has connected to the Website Hosting Services:
- 4.5 The Client agrees to immediately disconnect (and subsequently secure prior to reconnection) machines generating data and/or traffic which contravenes this Agreement upon becoming aware of the same and/or once notified of such activity by the Company.

- 4.6 The Client acknowledges that it is solely responsible for its / its End User's use of the Public Internet and any web pages owned and/or operated by the Client or anyone the Client permits to use the Website Hosting Services.
- 4.7 The Client agrees not use world wide web pages within or outside the Website Hosting Services to violate any part of this Agreement or to disrupt or attempt to disrupt another Internet user's internet experience.
- 4.8 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify the Company against any third party claims arising from the Client's breach of its obligations under this clause 4.

5. CLIENT'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Company of its obligations hereunder, the Client shall:

- 5.1 Promptly report to the Company any Issue that arises in the Website Hosting Services.
- 5.2 Ensure that user-names, passwords and personal identification numbers are kept secure and:
 - 5.2.1 On a regular basis, change access passwords for the Website Hosting Services.
 - 5.2.2 Immediately notify the Company in the event that, or there is reasonable suspicion that such information has become known to any unauthorised person.
 - 5.2.3 Acknowledge that the Company shall be entitled to temporarily suspend the access to the Website Hosting Services and / or change the Client's passwords in the event that in the Company's reasonable opinion, unauthorised persons may have access to the Website Hosting Services.
- 5.3 Only use the Hosted Services for the purpose of facilitating the delivery of the Client's Website and not use the Hosted Services as a backup or data repository for any data in addition to the Customer Materials.
- 5.4 Use the Ancillary Services and Helper Applications in accordance with the terms of this Agreement and in accordance with the terms of the Registrar and / or Vendor.
- 5.5 Accept that any Helper Applications that are available for use or download from the Control Panel shall be licensed for use in accordance with the Vendor's terms and all Intellectual Property Rights shall remain vested in the Vendor; and
 - 5.5.1 That on termination of this Agreement, the Customer shall cease to use any such Helper Applications.
- 5.6 Acknowledge and agree that it is its sole responsibility to:
 - 5.6.1 Arrange and maintain access to the Services;
 - 5.6.2 Create, upload, maintain and maintain remote backups of all Customer Materials;
 - 5.6.3 Ensure that at all times, it has the moral right to use all Intellectual Property contained within the Customer Materials.
- 5.7 In respect of any goods or services that it advertises on any Website, ensure that the supply of such goods or services shall comply with the provisions of Applicable Law.

6. THE COMPANY'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, the Company shall:

- 6.1 Provide and maintain the Services set out in this Agreement, subject to any service limitations set out in the Order and Schedule.
- 6.2 Provide a helpdesk service and respond to Issues reported made by the Client in accordance with this Agreement and make reasonable endeavours to repair any Issue that arises within the Website Hosting Service.
- 6.3 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons the Company may place on the Website Hosting Service.

- 6.4 Monitor the performance of the Website Hosting Service and if an Outage or other degradation of service occurs, use reasonable endeavours to restore the Website Hosting Service as quickly as possible.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 The Company shall be entitled to perform routine or unscheduled maintenance activities that may limit or suspend the availability of the Website Hosting Services. The Company shall:
- 8.1.1 Provide reasonable notice of Planned Maintenance and aim to conduct Planned Maintenance between 2300 and 0700;
 - 8.1.2 If it is necessary for the Company to perform Emergency Maintenance, the Company shall use reasonable endeavours to provide prior notice and if it is not possible to provide prior notice, shall notify the Client as soon as reasonably practicable after the commencement of such maintenance;
 - 8.1.3 The Company shall use reasonable endeavours to ensure that any disruption caused to the Client by such maintenance shall be minimised;
 - 8.1.4 Any disruption to or suspension of the Services pursuant to this Clause 8.1 shall not be deemed to be a breach of the terms of this Agreement.
- 8.2 A single IP Address shall be assigned and leased to the Client for the duration of this Agreement for each Domain Name that is registered. The Client acknowledges that the IP Address:
- 8.2.1 Will be leased by the Client for the duration of this Agreement and that on termination thereof, the Client shall not retain any title or interest therein;
 - 8.2.2 Is not portable or otherwise transferrable in any manner whatsoever.
- 8.3 Notwithstanding the provisions of sub-clause 8.2, the Client acknowledges that under certain circumstances, for reasons that are beyond its control the Company may change the IP Address.
- 8.4 The Company shall be responsible for making its own archives of the Hosting Platform which will include Customer Materials however the Company is unable to restore individual Client's Customer Materials from such archives.
- 8.5 In the event of any loss of or damage to the Hosting Platform, the Company shall use best endeavours to restore the Customer Materials from the latest backup.
- 8.6 Mailboxes shall be limited to the size and quantity specified in the Control Panel.
- 8.7 Client-configured Mailboxes that are not accessed (that is, to send or receive Email traffic) for a period of greater than one hundred days will be deleted automatically.
- 8.8 Notwithstanding both party's obligations under clause 8 of the General Terms and Conditions in regard to Customer Data that is stored on the Hosting Platform, the Company shall have no liability for any loss, theft, corruption, illegal Processing of or damage to any Customer Data, third party data (including email messages) or Customer Materials during transmission to or from the Hosting Platform where such loss or failure does not result from a breach by the Company of its obligations under these terms and conditions.
- 8.9 The Client agrees that the Company shall be entitled to seek justification of the Client's use of the Website Hosting Services and that the Client agrees to provide any and all information that the Company reasonably requests in support of the justification.
- 8.10 If the Company receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, the Client will do everything reasonably required by the Company to ensure that the Company will be in compliance with their respective obligations in respect of the provision of the Services.
- 8.11 Use of the Services by the Client constitutes acceptance of the terms and conditions of this Agreement.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other notice of not less than the Minimum Notice Period, in writing to terminate at the end of the Minimum Term or Additional Term thereafter;
 - 9.1.2 By the Client giving thirty days' notice in writing if the Company makes changes to the terms of this Agreement which are to the detriment of the Client (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s);
 - 9.1.3 By the Company giving thirty days notice if its supplier gives the Company similar notice; the Company shall however in such circumstance use reasonable endeavours to identify an alternative supplier.
 - 9.1.4 Immediately by the Company in the event that it is so instructed by government or a regulatory body;
- 9.2 The Client may also terminate this Agreement by not less than thirty days' notice to transfer the hosting of the Domain Name away from the Company ('Transfer Away') to a third party. In response to such a request:
- 9.2.1 The Company will use reasonable endeavours to co-operate fully with the Client and third party to effect the Transfer Away PROVIDED THAT the Client has paid all sums due under the terms of this Agreement; and
 - 9.2.2 The Client shall be liable for termination charges as set out in clause 10.
- 9.3 On termination of this Agreement, the Company shall delete all Customer Materials.
- 9.4 On termination of this Agreement, the Client shall cease to use and delete all Software that it has downloaded from the Website Hosting Services for use under the terms of this Agreement.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for Ancillary Services will be raised by the Company in advance of the supply of the Services, invoices for fixed periodic Charges for Website Hosting Services will be raised in advance of the relevant period and invoices for all data use overage Charges incurred (if applicable, and whether incurred with the authorisation of the Client or not), during the preceding period shall be raised in arrears. The invoicing period is set out on the Order.
- 10.2 The Client agrees that if the Website Hosting Services are not provided with unlimited usage, to pay the Company's invoices for any additional usage costs incurred, either with or without the authorisation of the Client.
- 10.3 The Client agrees that if it terminates this Agreement prior to the end of the Minimum Term or Additional Term for convenience, the Client:
- 10.3.1 Shall be liable for payment of all Service charges due up to the end of the current term, such payment to be paid by way of liquidated damages; and
 - 10.3.2 Shall not be entitled to any refund of Charges paid for Domain Names or SSL Certificates.
- 10.4 The Client agrees that if the Company terminates this Agreement prior to the end of the Minimum Term or Additional Term and such termination is due to the Client's breach of this Agreement, the Client:
- 10.4.1 Shall be liable for payment of all Service charges due up to the end of the current term, such payment to be paid by way of liquidated damages; and
 - 10.4.2 Shall not be entitled to any refund of Charges paid for Domain Names or SSL Certificates.
- 10.5 If the Company terminates this Agreement for any other reason than set out in sub-clause 10.4, the Client shall not be liable for termination charges.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 In addition to the terms set out in clause 12 of the General Terms and Conditions, the Company shall also be entitled to suspend the provision of Services, in whole or part, without notice due to:
 - 11.1.1 Emergency maintenance or other emergency operational reason;
 - 11.1.2 The Company is required by Government, emergency services, regulatory body or other competent authority to suspend Services;
- 11.2 The Company shall also be entitled to suspend the Services for the purpose of carrying out planned maintenance or upgrades, subject to reasonable notice. The Company shall use reasonable endeavours to minimise the frequency, extent and impact of such planned maintenance or upgrades.
- 11.3 The Client acknowledges that the Company shall not be responsible for:
 - 11.3.1 Providing any training in the use of the Website Hosting Services, its interfaces, functionality or features;
 - 11.3.2 Inspect, vet or validate any Customer Materials for any purpose including correctness, legality, usability and compliance;
 - 11.3.3 The Company does not warrant that the Website Hosting Services are PCI-compliant.
- 11.4 The Company shall not be responsible for configuration of the Client's equipment.

12. DOMAIN NAME REGISTRATION AND SSL CERTIFICATES

- 12.1 Domain Name Registrations and SSL Certificates will be provided by the Company in response to specific requests made by the Client.
- 12.2 The Client confirms and warrants that it is the owner of or that it has been licensed by the owner to use any relevant trademark or name as the Domain Name and subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, indemnifies the Company against all claims and proceedings arising from infringement of any Intellectual Property rights of any third party in relation to the Domain Name.
- 12.3 The Client shall ensure that all details submitted in respect of the registration of a Domain Name are accurate and correct and any alterations to the details made thereafter are also accurate and correct.
- 12.4 The Company shall at its sole discretion require the Client to select an alternative Domain Name, if in its reasonable opinion it believes that the Domain Name is or is likely to be:
 - 12.4.1 Abusive, defamatory, obscene, indecent, menacing or otherwise offensive;
 - 12.4.2 In breach of the rights of any third party, including those of quiet enjoyment, privacy and copyright.
- 12.5 If the Client has not paid any amount due under this Agreement or if the information required for registration is inaccurate or late, the Company shall be entitled not to proceed with the application for registration or may cancel registration.
- 12.6 The Client acknowledges that information submitted by it pertaining to the registration of a Domain Name may be made available to other organisations and members of the public.
- 12.7 If the Client requests the Company to transfer a Domain Name from a third party, to facilitate the processing of such transfer the Client agrees:
 - 12.7.1 That the Company shall charge a transfer fee, as set out on the Tariff, for processing the transfer of any Domain Name from the Client or from a third party;
 - 12.7.2 To co-operate fully and promptly with the Company's reasonable requests; and/or
 - 12.7.3 To use reasonable endeavours at the Client's cost to ensure that any third party shall fully and promptly co-operate with the Company's reasonable requests.
 - 12.7.4 That the Company will not be liable if such transfer cannot be processed or is delayed because full co-operation is not promptly provided by the Client or such third party.

- 12.8 On termination of this Agreement, the Company shall, in response to express instructions from the Client, transfer the Domain Name to a third party. For the avoidance of doubt, the Company will not transfer the Domain Name to a third party in response to an unsolicited request from a third party.
- 12.9 The Client appoints the Company as its agent for the purposes of registering the Domain Name for use with the Services and authorises the Company to purchase the Domain Name on its behalf and that such purchase will be subject to the relevant Registrar's standard terms and conditions for such registration and:
- 12.9.1 The Client acknowledges that it will be legally bound by the Registrar's terms and conditions.
 - 12.9.2 It is the Client's sole responsibility to obtain a copy of such terms and conditions and to comply therewith; on receipt of a request from the Client, the Company shall, without unreasonable delay, notify the Client in writing of the name and contact details of the relevant Registrar;
 - 12.9.3 The Client acknowledges and agrees that any disputes that arise out of the use of the Domain Name shall be referred by the Client to:
 - a) For .co.uk domains, to Nominet UK;
 - b) For all other domains, to ICANN;
 - 12.9.4 The Client shall promptly advise the Company of such dispute.
- 12.10 The Company does not warrant that the proposed Domain Name is capable of being registered or that it will be registered. The Client should not assume registration of the Domain Name until it has been notified in writing that the Domain Name has been registered. The Company shall not be liable for any action taken by the Client (including marketing or publicity and the costs thereof) before such notification.
- 12.11 The Client will have no claim against the Company if the Registrar refuses to register the Domain Name or suspends or cancels it for any reason.
- 12.12 The Company is not responsible and will not be liable for the Client's use of the Domain Name. The Client is solely responsible for resolving disputes with any third party in relation to its use of the Domain Name; and
- 12.12.1 Where there is such a dispute the Company may without notice or liability withhold and/or suspend the Domain Name.
- 12.13 The Company does not warrant that the Domain Name is or will continue to be available for the Client's use after termination of this Agreement or that no other domain name is or will be registered which conflicts with or affects the use of the Domain Name.
- 12.14 The Client may not transfer the Domain Name to any third party without prior written notice. On receipt of such notice, the Company will use reasonable endeavours to process the transfer PROVIDED THAT the Client has paid and the Company has received all Charges owed to the Company in relation to this Agreement.
- 12.15 Subject to the terms of this Agreement the Company shall be responsible for ensuring that the successfully registered Domain Name is hosted and remains registered for the duration of this Agreement.
- 12.16 The Client acknowledges that it is its responsibility to obtain all necessary software, materials, data, images and information necessary for the provision by it of any linked services including without limitation for the design of any Website.
- 12.17 The Client acknowledges and agrees that on successful registration of the Domain Name, the Company may, at its sole discretion associate web pages of its choice with the Domain Name until such time as over-written by the Client's own-supplied web pages.
- 12.18 The Client appoints the Company as its agent for the purposes of registering SSL Certificates for use with the Services and authorises the Company to purchase the SSL Certificate on its behalf and that such purchase will be subject to the relevant Vendor's standard terms and conditions for such registration and:

- 12.18.1 The Company undertakes to provide the Client with each Vendor's terms and conditions and subject to such receipt, Client acknowledges that it will be legally bound by such Vendor's terms and conditions;
- 12.18.2 Without prejudice to clause 12.18.1, the Company shall, without unreasonable delay, notify the Client in writing of the name and contact details of any Vendor.

Service Schedule

This Service Schedule sets out all of the Services that may be provided by the Company within these Supplementary Terms. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

1. Service Description Overview

1.1 Website Hosting Services, including

- The provision of Website hosting
- FTP access to enable the Client to upload the Customer Materials to the Website
- Domain Name Hosting - the hosting of Domain Name records on the Company's Domain Name Servers

1.2 Ancillary Services, including:

- Domain Name Registration – the management of the registration of Domain Names
- Domain Name Transfers – the management of the transfer of Domain Names between Registrars and / or Domain Name Website Hosting Services
- The provision of SSL Certificates
- The provision of IMAP and POP3 email accounts
- The provision of a Control Panel interface to enable the Client to configure the Website Hosting Services

2. Availability Target

The availability target for the Website Hosting Service is 99.9%.

3. Helpdesk

3.1 The Company's helpdesk provides support and assistance in the use of the Services, including the following:

- Provision of help and guidance in the use of the Services
- Management of the prompt resolution of Issues arising within the Website Hosting Services which are identified by the Company's monitoring system
- Management of the prompt resolution of Incidents arising within the Website Hosting Services which are raised by the Client
- Escalation management if required in the event of protracted Incident resolution

3.2 The Company shall aim to make an initial response to the Client's request for assistance within four hours of the Client raising an Incident report.

3.3 The Client may make requests for assistance by Email to the Company's helpdesk – support@nexuspoint.co.uk;

3.4 The helpdesk is available Monday to Friday 9am to 5.30pm (UK Time Zone), excluding bank and public holidays.

4. Service Level Agreement

The Company aims to meet the following performance targets:

4.1 The Company's target availability for Website Hosting Services is 99.9%.

4.2 The Company shall aim to respond to Issues in the Website Hosting Services in time-scales set out below:

Severity	Target Response Time
Critical	1 Working Hour
High	4 Working Hours

Normal	8 Working Hours
Low	3 Working Days

4.3 Issue severities are defined as follows:

- Critical Issues include total outage or defects which preclude use of the Website Hosting Services or Ancillary Services
- High severity Issues include limited access to the Website Hosting Services or Ancillary Services
- Normal severity Issues include outage of individual Ancillary Services or a configuration problem
- Low severity Issues includes requests regarding configuration, usability, documentation and Change Requests.

5. Complaints Handling

- 5.1 If the Client is dissatisfied with any Services-related matter, it should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Helpdesk	support@nexuspoint.co.uk
2	Operations Director	Available Upon Request
3	Managing Director	Available Upon Request

- 5.2 Formal complaints can be made by e-mail and will be responded to within three Working Days.